

1 Tanya Gomeran (SBN 271834)  
tanya@attorneytanya.com  
2 Maria A. Bourn (SBN 269322)  
maria@attorneytanya.com  
3 LAW OFFICES OF TANYA GOMERMAN, PC  
4 825 Van Ness Ave., Suite 502  
San Francisco, CA 94109  
5 Telephone: (415) 545-8608

6 Attorneys for Plaintiff  
7 ANTHONY BALBIANI

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 ANTHONY BALBIANI, an individual,  
12 and CHADWICK WALKER, an  
individual,

13 Plaintiffs,

14 v.

15 CHESTER PUBLIC UTILITY  
16 DISTRICT, INC., a local government  
entity; MATTHEW MAUMOYNIER, an  
17 individual; MATTHEW TURNER, an  
individual; BRIAN LAYNE, an  
18 individual; and DOES 1 through 20,  
inclusive,

19 Defendants.  
20

Case No. 2:20-cv-02310-TLN-DMC

**NOTICE OF SETTLEMENT; STIPULATION  
AND REQUEST FOR ORDER TO DISMISS  
PAGA CLAIMS WITHOUT PREJUDICE;  
AND ORDER**

21 **NOTICE OF SETTLEMENT**

22 Plaintiff Anthony Balbiani (“Balbiani”) and defendants Chester Public Utility District  
23 (“CPUD”), Matthew Maumonyier (“Maumonyier”), and Matthew Turner (“Turner”)  
24 (collectively, “the Parties”) have entered into a settlement agreement resolving the entire action as  
25 to all claims and all parties (“the Agreement”).

26 **STIPULATION AND REQUEST FOR ORDER**

27 As a material term of the Agreement, the Parties agreed to seek approval from the Court to  
28 dismiss the claims for civil penalties alleged by Balbiani under the California Labor Code Private

1 Attorneys General Act of 2004 (“the PAGA claims”) without prejudice. The Parties seek to  
2 dismiss the PAGA claims without prejudice rather than settle those claims. The Agreement  
3 apportions no value to the dismissal of the PAGA claims without prejudice. The Parties bring this  
4 to the attention of the Court because California Labor Code section 2699, subdivision (l)(2),  
5 provides that the “court shall review and approve any settlement of any civil action filed pursuant  
6 to [PAGA].” The Parties understand and agree that the dismissal of the PAGA claims without  
7 prejudice will not have any effect regarding the rights or ability of any other aggrieved employee  
8 to pursue relief under PAGA.

9 The Parties anticipate that performance under the Agreement will proceed such that the  
10 Parties will be able to file a stipulation for dismissal of the entire action within 60 days of the  
11 dismissal of the PAGA claims without prejudice.

12 The Parties further request that the Court vacate all pending case deadlines.

13 IT IS SO STIPULATED.  
14  
15

16 DATED: September 9, 2022

LAW OFFICES OF TANYA GOMERMAN, PC

17  
18  
19 By: /s/ Maria A. Bourn

MARIA A. BOURN, ESQ.

Attorney for ANTHONY BALBIANI  
20  
21

22 DATED: September 9, 2022

MAIRE & DEEDON

23  
24 By: /s/ Patrick L. Deedon

PATRICK L. DEEDON, ESQ.

Attorney for Defendants

MATTHEW MAUMONYIER and

MATTHEW TURNER  
25  
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DATED: September 9, 2022

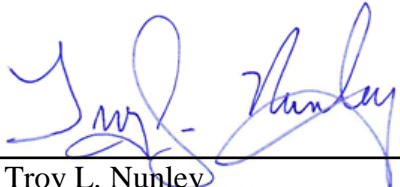
ALLEN, GLAESSNER, HAZELWOOD  
AND WERTH, LLP

By: /s/ Kellen Crowe  
PETER GLAESSNER, ESQ.  
KELLEN CROWE, ESQ.  
Attorneys for Defendant  
CHESTER PUBLIC UTILITY DISTRICT

**ORDER**

Pursuant to the stipulation of the parties, IT IS ORDERED that the PAGA claims are hereby dismissed without prejudice. The Parties shall file a joint request for dismissal of the entire action or a joint case status statement no later than November 1, 2022. All other pending case deadlines are vacated.

Date: September 12, 2022

  
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Troy L. Nunley  
United States District Judge